

CITY OF FAIRFIELD SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of December 1, 2014 by and between the City of Fairfield ("the CITY") and SpeakWrite, LLC ("SERVICE PROVIDER").

1. SCOPE OF SERVICE.

SERVICE PROVIDER agrees to perform the following work: To provide transcription services as needed by the Police Department of the City of Fairfield as described in Exhibit "A", SpeakWrite Scope of Services, attached hereto and incorporated by reference.

2. PAYMENTS.

- a. CITY shall pay SERVICE PROVIDER for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "A." The payments specified in Exhibit "A" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement.
- b. SERVICE PROVIDER shall submit all invoices for said services to the CITY in the manner specified in Exhibit "A."

3. CONFIDENTIALITY. All information, documents, records, reports, data, or other materials furnished or made available to the SERVICE PROVIDER pursuant to this Agreement are deemed confidential ("Confidential Information"). Such Confidential Information will include, without limitation, law enforcement data and information regarding criminal activity (including the identity of alleged perpetrators, victims and minors), which is highly sensitive and confidential, and the disclosure of which is subject to civil and/or criminal penalties under California law.

SERVICE PROVIDER shall maintain the confidentiality of all Confidential Information. SERVICE PROVIDER shall not make use of such Confidential Information for any purpose unrelated to the performance of services under this Agreement and shall not make oral or written disclosure thereof, other than as necessary for performance hereunder. SERVICE PROVIDER shall ensure that its officers, employees, agents and independent contractors meet the confidentiality obligations stated herein.

Each typist assigned to work under this Agreement shall sign a Nondisclosure and Confidentiality Agreement. SERVICE PROVIDER shall inform each typist assigned to work under this Agreement of the highly sensitive and confidential nature of law enforcement data and information and of the civil and/or criminal penalties under California law for disclosure of such information. SERVICE PROVIDER shall review the employment history and perform a criminal background check for each typist assigned to work under this Agreement.

The confidentiality obligations under this Agreement shall survive any termination or cancellation of the Agreement.

4. INSURANCE.

- a. WORKERS' COMPENSATION. During the term of this Agreement, SERVICE PROVIDER shall fully comply with the terms of the law of California concerning workers' compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SERVICE PROVIDER may have for workers' compensation. Said policy shall also include employer's liability coverage no less than \$1,000,000 per accident for bodily injury or disease.
- b. GENERAL LIABILITY INSURANCE. SERVICE PROVIDER shall obtain at its sole cost and keep in full force and effect during the term of this Agreement commercial general liability insurance in the amount of no less than \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage.
- c. AUTOMOBILE LIABILITY INSURANCE. SERVICE PROVIDER shall obtain at its sole cost and keep in full force and effect during the term of this Agreement automobile liability insurance in the amount of no less than \$1,000,000 per occurrence for bodily injury and property damage.
- d. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i. The CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the SERVICE PROVIDER; products and completed operations of the SERVICE PROVIDER; premises

owned, occupied or used by the SERVICE PROVIDER; and automobiles owned, leased, hired or borrowed by the SERVICE PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.

- ii. For any claims related to this Agreement, the SERVICE PROVIDER'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers.
- iii. No other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.
- e. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- f. The minimum limits stated above shall not serve to reduce the SERVICE PROVIDER'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
- g. CERTIFICATES OF INSURANCE. SERVICE PROVIDER shall file with the CITY upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement, without thirty (30) days written notice to the City of Fairfield prior to the effective date of such cancellation, or change in coverage.
- h. SERVICE PROVIDER shall file with the City of Fairfield or the Designee concurrent with the execution of this Agreement, a standard endorsement form providing for each of the above requirements.

5. INDEMNIFY AND HOLD HARMLESS. To the fullest extent allowed by law, SERVICE PROVIDER shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the SERVICE PROVIDER or any person directly or indirectly employed by or acting as agent for SERVICE PROVIDER in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers

It is understood that the duty of SERVICE PROVIDER to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve SERVICE PROVIDER from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

SERVICE PROVIDER'S responsibility for defense and indemnity shall survive termination or completion of this Agreement for the full period of time allowed by law.

6. LABOR AND WAGE CODE GUIDELINES

- a. Attention is directed to Section 1777.5 of the Labor Code as it applies to apprenticeship standards
- b. SERVICE PROVIDER, as defined for this agreement, shall pay prevailing wages to the extent required by California Labor Code Section 1771. The general prevailing wage rates for each craft, classification, or type of workman shall be as determined by the Director of Industrial Relations (available online at <http://www.dir.ca.gov/DLSR/statistics.research.html> select the appropriate wage decision and then collect the wage decision for Statewide, Northern California and Solano County). A copy of these wage rate determinations are kept on file and are available for review at the Office of the City Engineer located at 1000 Webster Street.
- c. In accordance with the provision of Section 1860 of the California Labor Code, attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation of his or her employees.

7. CONTRACTORS AND SUBCONTRACTORS. The SERVICE PROVIDER shall require all contractors and subcontractors to meet the requirements of this Agreement, including the indemnity and insurance requirements, for work performed under this Agreement.

8. BUSINESS LICENSE. The SERVICE PROVIDER shall obtain a business license for work within the City of Fairfield pursuant to Chapter 10B of the Fairfield City Code, with respect to the gross receipts received pursuant to this Agreement. No payments shall be made to any SERVICE PROVIDER until such business license has been obtained, and all fees paid therefore, by the CONSULTANT. Business license applications and information may be obtained from the Finance Department, Fairfield City Hall, 1000 Webster Street, Fairfield, CA 94533-4883, (707/428-7509).
9. CANCELLATION. This agreement may be canceled at any time by CITY for its convenience upon written notice to SERVICE PROVIDER: provided, however, that the SERVICE PROVIDER shall be entitled to receive full payment for all services performed and all costs incurred to the date of its receipt of written notice to cease work.
10. COMPLETE AGREEMENT/AMENDMENT. This Agreement constitutes the complete agreement between the parties as to the subject matter hereof and may not be amended or changed except by a written agreement signed by both parties.
11. CALIFORNIA LAW. This Agreement shall be construed in accordance with the laws of the State of California.

SERVICE PROVIDER

By: Name: Justin RuizTitle: VP of Business DevelopmentDate: October 10, 2014

City of Fairfield, a municipal corporation

By: Name: David A. WhiteTitle: City ManagerDate: February 3, 2015

David A. White
City Manager

EXHIBIT A



SpeakWrite

Scope of Services

Version 0.0

September 17, 2014

Scope of Services for Agreement to Perform transcription and digital documentation solutions to:



Fairfield Police Department
1000 Webster St
Fairfield, CA 94533

Contents

1	Purpose.....	7
2	Length of Service.....	7
3	Introduction and Corporate Background	7
4	Summary of Services.....	7
5	Setup and Implementation.....	8
6	Transcription Process	8
6.1	Submission.....	8
6.2	Turnaround time.....	9
6.3	Document Delivery	9
6.4	Document Formats.....	9
6.5	Archive and retrieval	9
7	Availability of Resources.....	9
8	Quality and Accuracy.....	10
9	Security and Confidentiality	10
10	Volume/Capacity	11
11	Account Management and Reporting.....	11
11.1	Group Management Pages	11
11.2	Individual Member Pages	12
11.3	Invoicing and billing	12
11.4	Training and User Support.....	12
12	Insurance.....	13
13	Pricing	13
14	Assumptions.....	14
15	Figures	14

Table of Figures

<i>Figure 1. Key items addressed in the scope of services document.</i>	8
<i>Figure 2. SpeakWrite charges by the word with a minimum charge of 100 words per submitted audio file. ...</i>	13
<i>Figure 3. SpeakWrite will provide each account holder access to an individual member page via the SpeakWrite website for viewing and managing the account.</i>	15
<i>Figure 4. SpeakWrite will provide designated Department personnel with access to Group Management Pages to maintain Department accounts and upload and download jobs.....</i>	16
<i>Figure 5. SpeakWrite will provide monthly invoices, as well as access to usage and billing data via password-protected management pages.</i>	17
<i>Figure 6. SpeakWrite’s SmartPhone app for iPhone, BlackBerry and Android enables Department users to record and submit dictation and other recorded material from anywhere. App features include the ability to record telephone calls and send for transcription, and incorporate pictures into the final document.</i>	18

1 Purpose

This document describes and defines the services required to establish transcription service; receive, transcribe and return recorded material in a confidential manner; provide account management and reporting tools; train and support users; and manage billing for the life of the account.

2 Length of Service

As defined by contract.

3 Introduction and Corporate Background

SpeakWrite, a limited liability corporation, produces quality transcriptions for over 50,000 clients nationwide. Since 1997, SpeakWrite has provided transcription solutions to law firms, state and local government, law enforcement agencies and general business practitioners. SpeakWrite users dictate their work directly by calling a 24 hour toll-free dictation line or via free Smartphone Apps for iPhone, BlackBerry and Android. They can also upload prerecorded material such as notes and interviews directly to a secure website or via email 24/7/365. SpeakWrite's U.S.-based typists transcribe the recording, which is then returned through the SpeakWrite system via email to the requesting user. SpeakWrite uses no voice recognition technology in any part of the process. The recording and transcription are also accessible 24 hours a day to the user and designated account administrators via the SpeakWrite web site and individual and group management tool systems.

4 Summary of Services

Key scope items	
Turnaround Time	3 hours (Monthly Average)
Hours of operation	24 hours a day, 7 days a week, 365 days a year
Location of performance	United States – no offshore work performed
Resources	Human typists – no voice recognition technology used
Capacity	Unlimited
Methods of submission	1-800 dictation line from any phone; Smartphone app for iPhone, BlackBerry and Android; direct from computer with free SpeakWrite software; digital dictation device; recorded tapes; fax; FTP; mail; email; secure website upload
Methods of Delivery	Word processing document via Email, URL (Requires Account Number and Password), FTP, Password Protected ZIP, API and support provided for direct integration options
Security/confidentiality	128 bit SSL encryption, separate data recovery site, redundant servers and multiple other safeguards; criminal background checks and confidentiality agreements for all typists; jobs assigned out of state; HIPAA compliant
Training and Support	Online and onsite training options available at no cost; Help Desk staffed 18 hours per day; dedicated account manager for the life of the account
Pricing	Priced by the word. No additional costs for any service included in the scope of services beyond the per word cost of transcription (see enclosed pricing)

Figure 1. Key items addressed in the scope of services document.

5 Setup and Implementation

SpeakWrite provides set up and implementation services including establishing accounts, training users and working with client staff to answer questions throughout the process. As a part of implementation, SpeakWrite will perform the following:

- Provide a dedicated account manager as a point of contact during implementation
- Establish the appropriate account structure to enable reporting and customization at each organizational level
- Provide an online, automated account set up feature to enable designated Department personnel to establish user accounts
- Set up user accounts if requested
- Load agency and individual User documentation preferences, templates, instructions, word lists, reporting features, and billing preferences
- Provide training for client personnel via webinar and/or in person, to be agreed upon with the Department
- Complete set up within 24 hours of authorization to proceed.

6 Transcription Process

6.1 Submission

SpeakWrite accommodates a variety of dictation methods including telephone, a Smartphone application, proprietary SpeakEasy software, and traditional recording methods. SpeakWrite accepts multiple file formats including WMA, WAV (PCM or Microsoft ADPCM format), MP3, MP4, Olympus (DSS or DS2), Adobe Acrobat (PDF), RealAudio (RA or RM), Sony (DVF or MSV), AMR, Apple (CAF or M4A), Audio Video Interleave (AVI), Windows Media Video (WMV), Moving Pictures Expert Group (MPEG), QuickTime Video (MOV), 3GP, m Express Scribe (DCT), and ZIP (which can contain any combination of the aforementioned file types.) SpeakWrite will provide the following methods for Department personnel to submit their transcription jobs:

- **Telephone** - Dictate by telephone directly into the SpeakWrite system by calling a toll-free dictation line from any phone, entering the account number and PIN and following the automated prompts.
- **Free Smartphone Apps for iPhone, BlackBerry and Android** - Record audio from any location and submit for transcription, and integrate photos into the document if desired. Use the apps to record calls and have call audio transcribed.
- **Free SpeakEasy Dictation Software**- Dictate directly into a computer, then upload the recording via the internet for transcription. The software enables users to submit multiple files at once, including very large files.
- **Digital Dictation Device** - Save digital files to a computer and submit by email, web upload or using SpeakEasy software.
- **Recorded Tapes** - Record dictation, then play the recorded tape into the phone using an adapter cable, upload via SpeakEasy or mail the recorded tapes to SpeakWrite.
- **FAX** - Submit existing handwritten documents or hard copies via FAX.
- **FTP Upload and Delivery** – Submit dictated material via FTP (File Transfer Protocol) connections.
- **Secure website** – Logon to the SpeakWrite web site and submit work securely.

- **Email** – Submit file via email attachment.
- **API** – Developer Interface and support provided for direct submission and delivery options; including document management and reporting systems.

6.2 Turnaround time

SpeakWrite will maintain a 3 hour average monthly turnaround time across all accounts.

6.3 Document Delivery

SpeakWrite will deliver transcripts via email as a Word file attached to the user's email address associated with each account. As an option, SpeakWrite can deliver jobs via a secure URL link or password protected ZIP file, which require an Account Number and PIN to gain access to the completed job. FTP options of both job submission and delivery are available as is a Developers API in which SpeakWrite will work towards a direct integration of the delivery and return of completed documents into the Department's document management system.

6.4 Document Formats

SpeakWrite provides a wide array of formatting options. SpeakWrite will confer with the Department on the various options and configure the SpeakWrite system with the Department's preferences. Document formatting capabilities include the following:

- **Add user instructions to individual jobs.** For example, a user may include instructions such as, "Transcribe the audio from minute 2:00 to minute 30:56".
- **Create, use and store templates.** Templates are pre-formatted documents and forms uploaded by users and stored in the system for repeated use. Templates can be created for individual users or the Department as a whole. SpeakWrite will restrict access to Department templates to the typists who are actively working on Department transcripts.
- **Submit a job with a Custom Filename.** Having the flexibility to label transcription jobs helps the Department group and track transcriptions by project name, billing number or other identifying information.
- **Set formatting options.** Users may choose from SpeakWrite's existing array of formatting options (types, fonts, etc.). Should the Department require additional formatting options; the SpeakWrite Account Manager will work with Department representatives to identify the requirements.

6.5 Archive and retrieval

SpeakWrite will retain transcribed work and the associated audio files for 90 days. Users will be able to download the completed documents and original audio via their individual Member page. The Department can customize this timeframe, by either shortening or increasing the length of archive to best meet their needs.

7 Availability of Resources

SpeakWrite will accept, transcribe and return documents 24 hours a day, 7 days a week, 365 days a year. Help Desk personnel will be available 18 hours a day, 7 days a week, 365 days a year.

8 Quality and Accuracy

SpeakWrite will monitor the quality of Department jobs through internal quality assurance practices. In addition, each completed job contains a client feedback link. SpeakWrite will review and address any concerns that are submitted through the link. If the Department identifies a job that does not follow the required template formatting or that identifies errors as it relates to the submitted audio, SpeakWrite will correct the errors immediately upon notification and send the updated and complete document back to the designated User via the standard delivery method.

9 Security and Confidentiality

SpeakWrite will maintain internal security measures throughout the life of the account, which include the following:

Facilities

The SpeakWrite systems are housed in a state of the art data center in Austin, Texas, with a mirrored replicated environment in Montana. The datacenter includes:

- five levels of physical security
- multiple firewalls as well as a DMZ for externally facing servers
- biometric access controls
- a digital-video recording surveillance system
- redundant uninterrupted power supplies and HVAC units
- three generators
- high-sensitivity smoke detection systems that can detect a fire up to 30 minutes before smoke or flame.

Hardware/Software

SpeakWrite maintains full control and access to all hardware and software, which is monitored 24/7/365. Other system security measures include the following:

- Virus Protection/Spam Blocking/Malware - SpeakWrite uses Trend Micro Enterprise security to monitor all servers, desktops and laptops
- RealTime and Full Disk Virus Scans - Servers, desktops and laptops are running real-time scans. A full disk scan is run on computers once a week
- Endpoint Security - Anti-malware, web-threat protection, intrusion defense and data loss prevention safeguard endpoints
- Datacenter Security - Anti-malware, IPS, firewall, file and system integrity monitoring, and application protection ensure security and compliance for physical and virtual servers
- Data Protection - Trend Micro Enterprise secures sensitive data with data loss prevention
- Web Security - Complete website and application protection; content scanning and URL filtering deliver web threat protection at the gateway
- Message Security - Blocks spam, malware, phishing and data leaks at the email gateway and mail server
- Vulnerability Management - Vulnerability management solutions reduce risk; Threat Management Service protects against evasive threats
- Firewall / DMZ - SpeakWrite environments are protected by a firewall and externally facing web servers are separated in a DMZ

- **Monitoring Security** - SpeakWrite IT is notified immediately when a virus or malware is detected on any computer. IT contacts the employee and rebuilds the employee's computer. SpeakWrite IT is notified when there is irregular network traffic and researches and responds to each alert.

Encryption and SSL Encryption

SpeakWrite uses 128-bit SSL encryption when sending and receiving files over the Internet. This includes client uploads of audio, client downloads of completed jobs, clients viewing and updating personal information, and the upload and download of client jobs to typists.

Authentication

Both users and typists require authentication in the system. Clients are authenticated using their Account ID and PIN when they use the toll-free dictation line or login to the web site. Typists are authenticated at multiple steps in the transcription process to increase the level of security.

Authorization

Authorization verifies client access upon logging in and which functionality is available to each particular client. For typists, authorization is used to verify that they have been assigned a job and verifies the authority of a typist to download job information and upload finished documents.

Secure Network of Typists

SpeakWrite conducts a review of each typist's employment history and performs a criminal background check on each one. Each typist signs Nondisclosure and Confidentiality Agreements. Typists complete training on handling client material and undergo consistent internal review. U.S. based typists are geographically dispersed through the country. Jobs are assigned at random to ensure that no typist receives multiple jobs about the same case or subject and a typist's identity is never available to other typists.

10 Volume/Capacity

SpeakWrite will accept and process any volume the Department submits without any prior notification or rate quote. Our network of typists work around the clock to ensure you will always have a quick and easy completion of your transcription needs.

11 Account Management and Reporting

SpeakWrite will provide online tools to enable Department personnel to monitor account usage and modify account characteristics.

11.1 Group Management Pages

SpeakWrite's management website enables designated Department personnel to manage users and view and retrieve jobs, billing and usage information 24 hours a day. Administrators may request custom reports from SpeakWrite or run reports themselves to analyze usage data such as total usage, usage by employee, usage by area, total dollars spent, dollars by employee, dollars by job, and turnaround time data. Reports can be

run on demand, or set to run as automated reports. Clicking one pushbutton exports the data to Excel. The group management pages will provide the following functions:

- Add and remove accounts
- Maintain account information
- Update processing preferences
- Manage User and Departmental templates, Word List, templates and all User and Group features
- View usage and billing data
- Retrieve completed transcriptions and audio from submitted jobs
- Designate who can submit jobs
- View who submitted jobs and when
- View word count for completed jobs
- View associated costs
- View usage trends
- View turnaround times

11.2 Individual Member Pages

SpeakWrite will provide each account holder with a personal preferences page and address book on the SpeakWrite web site. From this page, the user can view details about jobs and complete functions such as:

- Upload digital audio files for transcription
- Upload video files for transcription of the audio portion of those files
- Add instructions feature for notes to the typists (names, terminology, start/stop point within audio)
- Retrieve completed transcriptions and audio from submitted jobs
- Resend completed jobs via delivery set delivery method
- Manage Templates, Word List, templates and all account features
- Download a completed job
- Listen to audio or download
- Send a comment regarding a job
- Update account preferences
- Access training materials and tutorials

11.3 Invoicing and billing

SpeakWrite will provide the following services related to invoicing and billing:

- Submit monthly invoices in Excel and PDF format with a details breakdown of each requirement of this section
- Provide access to a password, protected site that displays billing and usage data 24 hours a day. Data includes the status of any job, account information, usage reports, and billing information.
- Provide the ability for agency administrators to run reports to analyze usage data such as total usage, usage by employee, usage by area, total dollars spent, dollars by employee, dollars by job, and turnaround time data. Reports can be run on demand, or set to run as automated reports. Clicking one pushbutton exports the data to Excel to enable further analysis and manipulation.

11.4 Training and User Support

SpeakWrite will provide the following job aids, training, and support to help users learn to use the SpeakWrite system effectively:

- Online Tutorial—Any user can take an online tutorial to become acquainted with the service. Many users are comfortable using the service after taking the tutorial.
- Webinars – online, remote training courses, offered live to user groups.

- Onsite Training – as required, SpeakWrite will conduct onsite training sessions.
- SpeakWrite Website - the SpeakWrite website contains instructions and tips, including a user quick start guide and a wallet card with usage instructions and reference information
- Team of Account Managers - SpeakWrite maintains a team of Account Managers that assist staff with the functionality and use of their SpeakWrite accounts. The Lead Account Manager runs the Account Management team for SpeakWrite coordinates contact with the Department. The Account Management team assists in the setup and maintenance of accounts, delivery of training, running of reports and other client services.
- Designated customer service contact - Each User has a dedicated Account Manager that is their go-to point of contact for assistance with any aspect of their account. Users can contact their Account Manager for assistance for any question they have about the SpeakWrite service.
- Customer Support - Users can also call the toll-free help line or email questions to receive support from 7am-midnight Monday thru Friday and 8am-11pm Saturday and Sunday.

12 Insurance

SpeakWrite will maintain the required Insurance as identified by the Department.

13 Pricing

Use of the SpeakWrite service is completely pay-as-you-go. There are no fixed costs of any kind for using the service or having it available 24 hours a day. The Department is only charged for work transcribed and only at a per word cost. For words transcribed, the cost is:

Type of Work	Rate
General	1.25 cents per word
Legal	1.5 cents per word
Group Conversations	2.0 cents per word

Figure 2. SpeakWrite charges by the word with a minimum charge of 100 words per submitted audio file.

Definitions of Categories of Jobs:

General - Work not requiring the use of a trained and experienced legal transcriptionist.

Legal - Work requiring the use of a trained and experienced legal transcriptionist.

Group Conversations - Transcription of recorded conversations, interviews, seminars, conference calls or anything which involves more than one person speaking. A user can name up to two speakers per recording.

New accounts are created as either 'General' or 'Legal' accounts. Thereafter, individual jobs cannot be outside of their account designation (i.e., legal work may not be done using a 'General' account). It is

recommended that you set up a 'Legal' account if your work contains legal terminology or formatting. Legal jobs dictated on a 'General' account cannot be transcribed.

Word Count

SpeakWrite will use the word count feature in Microsoft Word to determine final charges. Since rates are per word, there are no price variables such as number of pages, length of the dictation, submission method, or audio quality. Each type of dictation submitted will be charged the same rate every time.

Templates

Words from any client template incorporated into a job are included in the final word count of that job. Text from the header or footer portion of a transcribed document is not included in that word count.

14 Assumptions

- Upon authorization to proceed, Department personnel will participate in the activities required to begin service including: determining user sign up procedures, establishing the security approach for emails, confirming report formats, and confirming and completing training requirements.
- SpeakWrite's average monthly turnaround time is based on routine dictations employees complete in their everyday work. Should the Department encounter a frequent, ongoing and sustained need for a type of dictation that falls outside the norms of what can reasonably be done within the required timeframes, SpeakWrite will immediately notify the Department to determine the appropriate resolution.
- SpeakWrite follows the standards for preparing documents found in its Document Preparation Policy as described at www.speakwrite.com.
- All work done for SpeakWrite customers will be transcribed as dictated in the order dictated. SpeakWrite does not guess what a client might have meant, replace or correct formatting, transcribe music lyrics, or recreate forms. All work will be transcribed as dictated and based on the instructions provided within the audio or via the job instruction interface when uploading digital audio and video files. Any inaudible portions of the audio will be marked with asterisk in the typed document as an indication that the transcriptionist was unable to decipher that portion of the audio file.

15 Figures

The following exhibits demonstrate the examples of the following:

- Individual Member Page
- Group Management Pages
- Billing Data
- Invoice
- Wallet card

Individual Member Page

SpeakWrite
Voice-to-Document Service

SEND YOUR FILE

JOB STATUS

BILLING

PREFERENCES

TEMPLATES

ADDRESS BOOK

WORD LIST

TRAINING

SOFTWARE DOWNLOADS

Completed Jobs

Job Number	Created Date	File Name	Completed Date	
11285-001	10/12/2011 09:33 AM IJT	111012_093331_06	10/12/2011 10:54 AM IJT	Hide Options

- [Re-send completed job](#)
- [Download completed job](#)
- [Listen to Windows Media Audio](#)
- [Download MP3 file](#)
- [Send Comment](#)

This page lists jobs completed within the last 90 days

Hello Penny Snider
[Preferences](#)
[Log Out](#)

Tips

From this page you are able to view your completed jobs, have your jobs resent to your email, and access your submitted audio.

Jobs that are 'In Flight' appear in the bottom left of each page.

© 1997-2011 all rights reserved

[Contact Us](#)

Figure 3. SpeakWrite will provide each account holder access to an individual member page via the SpeakWrite website for viewing and managing the account.

Group Management Pages

SPEAKWRITE Welcome New Mexico CYFD Billing Account
[Log Out](#)

Account Management

- Welcome
- Billing / Preferences
- User Search
- Templates - Word List - Contacts
- Users
 - Cibola County Billing Account
 - San Juan County Billing Account
 - Torrance County Billing Account
 - San Miguel County Billing Account
 - Santa Fe County Billing Account
 - Chaves County Billing Account
 - Rio Arriba County Billing Account
 - Executive Staff Billing Account
 - East Investigations Billing Account
 - West Investigations Billing Account
 - West Permanency Billing Account

Welcome to the new SpeakWrite Group Pages

This tool allows you to search for SpeakWrite User accounts to upload jobs and manage all information associated with those accounts, including:

- Update Account Number, PIN, name, email or other information on the account
- Upload jobs for the account
- Review the job status
- Manage all features - Templates, Word List and Address Book
- Choose the word processing preferences
- Review the billing history for the account
- Resend Welcome Email
- Review complete jobs on file
- Resend completed jobs
- Listen and download job audio files
- Send comments regarding jobs

For assistance with the use of this new tool, you may open and download the following training guide:
[Training Guide](#)

SPEAKWRITE Welcome Justin
[Log Out](#)

Account Management

- Welcome
- Billing / Preferences
- User Search
- Users

Users | Jobs | Reports | Billing Information

In-Flight Jobs

File Name	Job Number	Name	Length	Status	Created
110929_235833_CO	11241-006	Justin Ruiz (5122668359)	4 seconds	In Typing	Mon Aug 29 23:58:33 COT 2011
110929_235904_CO	11241-007	Justin Ruiz (5122668359)	4 seconds	In Typing	Mon Aug 29 23:59:04 COT 2011

Completed Jobs

Jobs completed within the past 3 days

File Name	Job Number	Name	Created
110929_124040_15	11241-005	Justin Ruiz (5122668359)	09/29/2011 12:40 PM MT Details

Figure 4. SpeakWrite will provide designated Department personnel with access to Group Management Pages to maintain Department accounts and upload and download jobs

Billing Data

The screenshot shows the SPEAKWRITE web application interface. On the left is a navigation menu with links: SEND YOUR FILE, JOB STATUS, BILLING, PREFERENCES, TEMPLATES, ADDRESS BOOK, WORD LIST, TRAINING, and SOFTWARE DOWNLOADS. The main content area is titled 'Pending Invoice' and shows an amount of \$0.00 with a 'Details' link. Below this is the 'Invoice History' section, which contains a table of past invoices.

Date	Amount	Status	Details	Invoice
Aug 01, 2011	\$16.11	Paid	Details	Invoice
Jul 01, 2011	\$0.00	Paid	Details	Invoice
Jul 01, 2011	\$9.53	Paid	Details	

At the bottom of the history table are two download options: 'Download as Excel' (with an Excel icon) and 'Download as PDF' (with a PDF icon).

The screenshot shows a detailed invoice from SPEAKWRITE. It includes the company logo and name, followed by the invoice number, date, and account information. The main body of the invoice is a table listing individual jobs with their respective word counts and totals.




Job Num	Date	File Name	Word Count	Job Total
Jane Doe (OFCCS) - 3812075685				
10218-004	2010-08-06	100806_082237_00	962	\$12.03
10225-009	2010-08-13	100813_110918_00	709	\$8.86
10225-010	2010-08-13	100813_111152_00	628	\$7.85
10225-012	2010-08-13	100813_111426_00	481	\$6.01
10238-006	2010-08-26	100826_091531_00	767	\$9.59
10238-007	2010-08-26	100826_091804_00	783	\$9.79
10238-008	2010-08-26	100826_092044_00	649	\$8.11
			Total:	\$62.24
			Total:	\$13.26
Sam Doe (OFCCS) - 6145753573				
10229-001	2010-08-17	Smith Case	104	\$1.30
10229-002	2010-08-17	Gomez Interview	146	\$1.83
10229-003	2010-08-17	Thompson Research	175	\$2.19

Figure 5. SpeakWrite will provide monthly invoices, as well as access to usage and billing data via password-protected management pages.









Smart phone App



Figure 6. SpeakWrite's SmartPhone app for iPhone, BlackBerry and Android enables Department users to record and submit dictation and other recorded material from anywhere. App features include the ability to record telephone calls and send for transcription, and incorporate pictures into the final document.

<p style="text-align: center;">ABCD STATE POLICE OFFICER'S REPORT</p> <p>SpeakWrite Page 1 of 1 1/1/2014</p> <p>Case # 48484848</p> <p>MENTIONED (Officer):</p> <p>Sergeant John Doe ABCD State Police</p> <p>EXHIBITS:</p> <p>SUMMARY: On September 21, 2009, officers from the ABCD State Police responded to the address of 123 Main Street in ABC City to investigate the unattended death of John Doe.</p> <p>NARRATIVE: On September 21, 2009 at about 4:00 a.m., I was contacted by Sergeant John Doe at the local patrol office and advised of an unattended death investigation. Sergeant Doe advised me he was responding to the address of 123 Main Street in ABC City at the request of the XYZ County Sheriff's Department to investigate the unattended death of John Doe.</p> <p>Initial Accident Scene - September 21, 2009 5:35 AM</p>  <p>As I entered the living room, there is a hall situated on the northeast side of the living room. At the entry to the hallway on the east side of the residence, it</p>	<p>Case # 48484848 Officer J.D. Page 1 of 1</p> <p>mother entry door. Proceeding vehicle was parked in front of the home where found to be undisturbed and in plain sight.</p> <p>Photo of vehicle on lot - September 21, 2009 5:35 AM</p>  <p>In observation of the decedent, I found an obvious external sign of self-inflicted physical injury. I observed a small amount of blood on the open my follow questioning of family members.</p> <p>Photo of Front Gate</p> 
--	--

Reference Materials Sample - Wallet card (Example of online, printable job aid)

<p>Your Account #</p> <p>□ □ □ □ □ □ □ □ □ □</p> <p>Dictate 800-968-3428</p> <p>Help 800-828-3889 support@speak-write.com</p> <p>Log In www.speak-write.com/login</p> <p>Submit Audio File submit@speak-write.com Use only your ten-digit Account ID in the subject line.</p>	<p>Other Ways to Submit Work</p> <p> Fax</p> <p> Email</p> <p> File Upload</p> <p> Mail or Courier</p> <p> Digital Audio Files</p> <p>For more information or to sign up a new account, visit us at www.speak-write.com/login</p>	<p>SPEAKWRITE Voice-To-Document Service Formerly CyberScribe</p> <p>Quick Reference Wallet Card</p> <p>Dictate: 800-968-3428 Help: 800-828-3889</p>												
<p>  </p> <p>Telephone Keypad Recording Functions*</p> <table border="1"> <tr> <td>1 Rewind to beginning</td> <td>2 Record</td> <td>3 Go to end of document</td> </tr> <tr> <td>4 Skip back- ward 1/2</td> <td>5 Pause</td> <td>6 Skip for- ward 1/2</td> </tr> <tr> <td>7 Skip back- ward 5 sec.</td> <td>8 Play back</td> <td>9 Skip for- ward 5 sec.</td> </tr> <tr> <td>* Erase Forward</td> <td>0</td> <td># Return to main menu</td> </tr> </table> <p>*When recording, you must first press 5 to pause before pressing any other key.</p>	1 Rewind to beginning	2 Record	3 Go to end of document	4 Skip back- ward 1/2	5 Pause	6 Skip for- ward 1/2	7 Skip back- ward 5 sec.	8 Play back	9 Skip for- ward 5 sec.	* Erase Forward	0	# Return to main menu	<p>Dictate by Telephone</p> <ul style="list-style-type: none"> Call the toll-free number: 800-968-3428 After the prompts, enter your Account Number and PIN Then press <ul style="list-style-type: none"> 9 to dictate 1 for a new job or to send a fax 2 to continue with an existing job 3 to review a completed job 4 for instructions Speak as usual into the phone When finished, hang up and the job will automatically be submitted for transcription; or, press # and follow the prompts to save the dictation Your job will be returned via email 	<p>Speakeasy</p> <ul style="list-style-type: none"> Launch the Speakeasy software Enter your Account ID and PIN when prompted <i>Speakeasy remembers your log in information for future use. To change this information, click Reset User Data.</i> (New Job File) starts a new job <i>Enter a name for a new job or choose an existing audio file to overwrite.</i> (Open Saved File) opens an existing file in which to dictate Use the keypad interface in the same way as when using the telephone dictation system (Submit Job for Transcription) submits a job when it is ready for transcription <i>Enter an optional Filename and/or select a Billing Code.</i> <p>Visit www.speak-write.com/login for software downloads and further information.</p>
1 Rewind to beginning	2 Record	3 Go to end of document												
4 Skip back- ward 1/2	5 Pause	6 Skip for- ward 1/2												
7 Skip back- ward 5 sec.	8 Play back	9 Skip for- ward 5 sec.												
* Erase Forward	0	# Return to main menu												
<p>Dictate: 800-968-3428 speak-write.com Help: 800-828-3889</p>														